

Terms & Conditions

1. Contract

Your Contract is with us, The Green Estate Community Interest Company (registered company number 4801730) at Manor Oaks Farmhouse, 389 Manor Lane, Sheffield, S2 1UL (“**Green Estate CIC**”).

for your Wedding to be held, as set out on your Booking Form;

2. Definitions

2.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

- “Additional Services”** means any catering services, consumables, and/or any additional services or equipment that we agree to provide to you at the Wedding as specified in your Booking Form;
- “Additional Services Charges”** means the charges payable by you for any Additional Services as set out in your Booking Form;
- “Booking Form”** means the booking form signed by you containing the details of your booking application;
- “Contract”** means the contract between you and us for the hire of the Venue for your Wedding and, where applicable, the supply of the Additional Services in accordance with the Booking Form and these Terms and Conditions;
- “Damages Deposit”** means the damages deposit payable by you of £300;
- “Third-Party Supplier”** means any additional suppliers, external to Green Estate CIC;
- “Total Charges”** means the total sum of the Venue Hire Charges and, where applicable, the Additional Services Charges;
- “Total Deposit”** means, together, the Venue Hire Deposit and the Damages Deposit;
- “Us/we”** means Green Estate CIC;
- “Venue”** means the Turret House, Discovery Centre, Manor Oaks House or open-air spaces at Sheffield Manor Lodge to be hired by you where it is agreed

“Venue Hire Charges” means the charges payable by you for the hire of the Venue as set out in your Booking Form;

“Venue Hire Deposit” means the non-refundable venue hire deposit payable by you of £300;

“Wedding” Means your wedding (or, where applicable, your civil partnership) taking place at and for which you are hiring our Venue;

“Working Day” means a day other than a Saturday, Sunday or Bank Holiday in England when banks in London are open for business; and

“You” means those persons signing the Booking Form.

2.2 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.3 A reference to writing or written includes email.

3. Your Booking

3.1 A provisional booking for a specific date can be held for you for a maximum of 14 calendar days but is not legally binding on either you or us unless and until a Contract is entered into in accordance with these Terms and Conditions. If no Contract is entered into before this time, we reserve the right to release the provisional booking without notice to you.

3.2 All bookings will be considered to be provisional and no date will be secured for your Wedding until the Contract is formed.

3.3 This Contract is formed and entered into between you and Green Estate CIC when, and no booking application shall be binding on us unless and until:

3.3.1 we have received from you the signed Booking Form and the Total Deposit; and

3.3.2 we have confirmed our acceptance to you in writing.

3.4 If for any reason Green Estate CIC cannot accept your booking application, any deposit you have paid to us will be returned to you in full.

3.5 Once the Contract has been formed, you are entitled to a 14-day cooling-off period during which, if you change your mind about hiring our Venue, you will be receive a full refund.

4. Deposits

4.1 A refundable Damages Deposit must be paid at the time of entering into this Contract to secure your booking. This Damages Deposit will be retained by us until after your Wedding. The Damages Deposit is separate to the Venue Hire Deposit, the Venue Hire Charges and any Additional Services Charges.

4.2 You will be responsible for costs and expenses in full for damage caused to the Venue, its equipment, contents, fittings or the gardens and grounds during your Wedding and by your party, and/or any cleaning over and above a standard service required to return the Venue to an acceptable standard of presentation.

4.3 If the damage incurred exceeds the Damages Deposit the difference will be invoiced directly to you immediately after the Wedding to be paid by you within 30 Working Days of the date of our invoice.

4.4 You must report any damage to us immediately.

4.5 If no deductions are required, the Damages Deposit shall be returned to you within 14 Working Days after your Wedding.

4.6 In the event that you or any member of your party causes severe damage to the Venue which results in us having to cancel subsequent bookings and / or pay compensation to any person, or which reduces the services offered to subsequent guests, you shall indemnify us in full for any loss incurred by us which the Damages Deposit does not cover.

4.7 A Venue Hire Deposit is payable by you to secure your booking. This must be paid when you return your completed and signed Booking Form to us. After the 14-day cooling-off period, the Venue Hire Deposit will not be refunded if you subsequently cancel a confirmed booking. You may be also liable for additional

charges for work reasonably undertaken by Green Estate CIC in preparation for your Wedding.

5. Ceremony

5.1 Your ceremony Venue shall be clearly stated in your Booking Form, or as otherwise subsequently agreed with us in writing. We may finalise details with you in writing in the period leading up to your Wedding.

5.2 If your ceremony is to be held at the Turret House on a Monday to Thursday during Sheffield school holidays or on any other public open day, the lawn area from the midway steps to the Turret House and including the Turret House will be closed to the public during your ceremony.

5.3 During the working week the upstairs of Manor Oaks House is used as offices by Green Estate. If your ceremony is held at Manor Oaks House Monday to Friday and within office hours staff access will be prevented, except in case of emergency, during your ceremony.

5.4 As standard you will have a 4 hour time limit at the Turret House and Tudor Grounds, beginning at your guest arrival time. Any further time must be agreed in writing.

5.5 Alcohol or food must not be consumed with the licensed ceremony area within one hour of the ceremony start time.

6. Reception

6.1 All receptions will be held at Manor Oaks House. During the working week the upstairs of Manor Oaks House is used as offices by Green Estate, who will exercise discretion and minimise their use of the stairs to access the front door. After 5 pm Monday to Friday and, where relevant to your booking, all day on Saturdays and Sundays Manor Oaks House will be solely for your use.

6.2 We reserve the right to enter the Venue at all times during your Wedding, including to supply Additional Services.

7. Guest Numbers And Dietary Information

7.1 Your Booking Form indicates the number of guests attending the Wedding.

7.2 You must confirm to us the final numbers of guests for each part of your Wedding, where applicable, at least 20 Working Days before the Wedding. This will usually be confirmed at your pre-wedding meeting with us.

7.3 Charges for any Additional Services will be calculated on the final confirmed number or the number actually attending, whichever is the greater. Where the final confirmed numbers are less than the number of guests specified in your Booking Form, you shall pay the Additional Services Charges based on the number of guests specified in your Booking Form.

7.4 Where we will be providing catering services as part of any Additional Services, any special dietary requirements should be notified to us no later than 20 Working Days before the Wedding. This will usually be confirmed at your pre-wedding meeting with us.

7.5 The Rhubarb Shed Café are the main caterers for all weddings at Sheffield Manor Lodge. At least one food offer must be booked through the Rhubarb Shed Café. You may use a secondary caterer for evening food if they do not require the use of a catering kitchen.

8. Price

8.1 The price of your Wedding and any Additional Services shall be as set out in your Booking Form or as otherwise confirmed in writing by us.

8.2 If we agree to provide Additional Services to you these shall be charged in addition to the Venue Hire Charges.

8.3 All prices are inclusive of VAT. If the rate of VAT changes and you still have outstanding payments to make then the new VAT level will apply.

9. Payments

9.1 Payments can be made by bank transfer, with cash or by most credit/debit cards. No payments will be accepted by cheque. All payments must quote the reference we give to you when we confirm your booking in writing.

9.2 Bank transfers must be received as cleared funds by the date specified by us. All bank

charges with relation bank transfers are borne by you.

Where you wish payments to be made on your behalf by a third-party we are happy to accept these, but unless we formally agree otherwise with you and the third-party in writing you remain legally responsible for all payments due to us. Any cash payments must be paid in person to a person appointed by Green Estate CIC.

9.3 Payment in full for the balance of your Wedding (including the Venue Hire Price and any Additional Services Charges) must be received by us in cleared funds no later than 30 days before the date of your Wedding.

9.4 If final payment of the balance is not received by us in cleared funds by this date, we reserve the right to this Contract by notice in writing and without further liability to You. Any Venue Hire Deposit paid by you will not be refunded.

9.5 We may issue an additional invoice after the Wedding for any further charges due which were not included in the final payment of the balance. Such Charges may include those payable for any final alterations to the Additional Services, or for guests attending the Event in excess of the number estimated by you in your Booking Form. Charges invoiced pursuant to this clause shall be payable by you within 30 days of the date of our invoice.

10. Third-Party Suppliers

10.1 Details of third-party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your Wedding.

10.2 If you do engage these, or any other third-party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly.

10.3 You are responsible for paying third-party suppliers their charges directly.

10.4 You must not use any third-party suppliers or bring (or permit guests to bring) any food or drink (including alcoholic drinks) into the Venue without our prior written consent.

10.5 We reserve the right not to allow into the Venue any third-party suppliers who do not meet our Health & Safety requirements intended to protect property and people.

Your suppliers should have adequate insurance to cover any damage caused to our site and/or buildings and public liability cover of a minimum of £5 million. If they are bringing any electrical equipment it must have a current Portable Appliance Test (PAT).

10.6 If your supplier has not visited the site before, you will advise them to undertake a site visit before the day of your Wedding, the timing of which must be agreed with Green Estate CIC in advance.

10.7 Small gazebos and marquees are permitted at Sheffield Manor Lodge Tudor grounds and Manor Oaks House. These structures must be weighted or secured with guy ropes that go no further than six inches into the ground. Structures that do not meet these conditions will be removed.

11. Cancellation/Postponement by You

11.1 If you wish to cancel or postpone a confirmed booking you must inform us as soon as possible in writing.

11.2 We will use reasonable endeavours to “re-sell” the cancelled or postponed date to another couple, but we reserve the right to charge a cancellation fee, or postponement fee, as set out in this clause 11. Any sums already received by us under this Contract will be deducted from the cancellation/postponement fee.

NB: Weddings are very rarely booked less than 12 months in advance and our ability to re-sell a date within this time frame is considerably diminished.

Green Estate CIC strongly recommends you secure full and comprehensive wedding insurance to cover unforeseen circumstances which may lead you to cancel or postpone your Wedding.

11.3 Cancellation Charges

The cancellation charges you must pay are detailed below. You must pay the cancellation charges within 30 Working Days of our invoice:

When you inform us of your cancellation:	Cancellation Charges:
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After the 14-day cooling off period and more than 18 months before the date of your Wedding	<ul style="list-style-type: none"> All payments you have paid to us will be returned to you, minus the non-refundable Venue Hire Deposit. Your Damages Deposit will be returned to you.
Less than 18 months but more than 12 months before the date of your Wedding	<p>If we are able to re-sell the date of your Wedding:</p> <ul style="list-style-type: none"> All payments you have paid to us will be returned to you, minus the non-refundable Venue Hire Deposit*. Your Damages Deposit will be returned to you.
	<p>If we are not able to re-sell the date of your Wedding:</p> <ul style="list-style-type: none"> Only your Damages Deposit will be returned to you. We will not return to you any payments you have already paid to us.
Less than 12 months before the date of your Wedding	<p>If we are able to re-sell the date of your Wedding:</p> <ul style="list-style-type: none"> All payments you have paid to us will be returned to you, minus the non-refundable Venue Hire Deposit*. Your Damages Deposit will be returned to you.
	<p>If we are not able to re-sell the date of your Wedding:</p> <ul style="list-style-type: none"> Only your Damages Deposit will be returned to you. We will not return to you any payments you have already paid to us. You will liable to pay to us the full amount of the Venue Hire Charges.

****NB: You are liable to continue making payments to us for the full amount of the Venue Hire Charges***

for your Wedding as originally booked unless and until the date is re-sold by us.

11.4 Postponement Charges

If you wish to postpone your Wedding date to a different date/calendar year you must notify us in writing and, if we confirm to you that the new requested date is available, you will be liable to pay the following postponement charges:

When you notify us that you wish to postpone:	Postponement Charges:
Within 1 month of signing and submitting to us your Booking Form there will be no additional charge	<ul style="list-style-type: none"> No additional charge.
After 1 month of signing and submitting to us your Booking Form, but more than 12 months before the original date of your Wedding	<ul style="list-style-type: none"> You will be liable to pay the advertised Venue Hire Charges for your new date (if different to the Venue Hire Charges stated in your Booking Form).
Less than 12 months before the original date of your Wedding	<p>If we are able to re-sell the original date of your Wedding:</p> <ul style="list-style-type: none"> All payments you have paid to us in respect of the Venue Hire Charges for the original date of your Wedding will be returned to you, minus the non-refundable Venue Hire Deposit*. Your Damages Deposit will be retained by us in respect of your new Wedding date. You will be liable to pay the advertised Venue

	Hire Charges for your new date.
	<p>If we are not able to re-sell the original date of your Wedding:</p> <ul style="list-style-type: none"> You will liable to pay to us the full amount of the Venue Hire Charges for the original date of your Wedding. Your Damages Deposit will be retained by us in respect of your new Wedding date. You will be liable to pay the advertised Venue Hire Charges for your new date.
<p><i>*NB: You are liable to continue making payments to us for the full amount of the Venue Hire Charges for the original date of your Wedding as originally booked unless and until the date is re-sold by us.</i></p>	

12. Cancellation by Us

12.1 We reserve the right to cancel your booking and without any obligation to refund your Venue Hire Deposit if:

12.1.1 you do not pay us the full balance payable for your Wedding and, if applicable any Additional Services, by the date due; or

12.1.2 we discover, before you have paid the balance payable for your Wedding and, if applicable any Additional Services, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended Wedding in circumstances where (if you had not done so) it would have been

- reasonably foreseeable that we would not have accepted your booking; or
- 12.1.3 we have reasonable grounds to believe that your behaviour or that of your guests at the Wedding is likely to result in damage to the Venue or to our property and/or injury to people.
- 12.2 If we cancel your booking for any of the above reasons, the cancellation charges as outlined above will apply.
- 13. Events Outside Our Control**
- 13.1 Green Estate CIC shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our Contract with you that is caused by events outside our reasonable control (including serious damage to the Venue, adverse weather conditions, pandemic or epidemic, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, any law or any action taken by a government or public authority, fire, explosion, storm, flood, earthquake, subsidence, local building works or roadworks, interruption/failure of utility services such as electric power, gas or water).
- 13.2 In these circumstances:
- 13.2.1 we shall use every effort to notify you as soon as is reasonably practical;
- 13.2.2 if, as a result of such events, we believe we have no alternative but to postpone your booking we shall endeavour to find a new date for you that is as like-for-like as possible, subject to availability;
- 13.2.3 where a like-for-like alternative is not available we will adjust our price for your Wedding accordingly;
- 13.2.4 if, as a result of such events, we believe we have no alternative but to cancel your booking, our sole liability to you shall be to refund to you any money you have paid towards your Wedding beyond the non-refundable Venue Hire Deposit; and
- 13.2.5 any additional losses you incur (eg: payments to other suppliers) remain your liability only.
- 14. Changes to the Venue, these Terms and Conditions and/or your booking**
- 14.1 We reserve the right to make changes to the interior and/or exterior of the Venue between the time we accept your booking and the date of your Wedding (for example: décor/colour schemes). We cannot guarantee that the Venue and its surrounds will be free from additional structures (such as scaffolding) but we will notify you as soon as possible of any such changes which we feel may significantly impact your day.
- 14.2 We will use all reasonable endeavours to ensure that no components of your Wedding have to be altered. We reserve the right to make changes if this is necessary to comply with Health and Safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall Wedding experience.
- 14.3 We may revise these Terms and Conditions at any time.
- 14.4 We will notify you of any significant changes to the Venue, your booking and/or these Terms and Conditions. If such changes fundamentally change the nature of your Wedding experience we will give you reasonable notice of the changes and you can choose to cancel your booking. In the event of such cancellation, we will refund any sums paid.
- 14.5 If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price payable by you, the timings or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change, or the consequences of making the change are unacceptable to you, you may cancel your booking. Please see the cancellation charges above.

15. Your Responsibilities

It is your responsibility and you agree to:

- 15.1 Book the Registrar for your Wedding.
- 15.2 Provide us, by the dates we may reasonably request of you, with any other information we ask for so that we may finalise details and the final invoice.
- 15.3 Ensure you have the permission of the appropriate copyright holder if you include any images of the Venue on your Wedding invitations.
- 15.4 As we are in the heart of a residential area we have a strict 11 pm (Monday - Friday) or mid-night (Saturday) curfew. You will inform your guests that they must have left or be leaving site by these times in a quiet and orderly manner, respecting our neighbours and keeping noise levels low.
- 15.5 Inform any DJ's/Bands you hire of our curfew restriction and that all amplified noise must cease half an hour prior to curfew.
- 15.6 Not bring fireworks onto site.
- 15.7 Parents or carers are responsible for the safety of children and vulnerable adults at all times while on site. Children and vulnerable adults must be supervised at all times by their designated guardian.
- 15.8 Not do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or to any other customers of ours, or any owner or occupier of neighbouring property.
- 15.9 Not cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue and to not fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue without our prior consent.
- 15.10 Remove any valuables, presents or cards from site at the end of your Wedding day. Green Estate CIC takes no responsibility for anything left on site.
- 15.11 Comply with and use your reasonable endeavours to ensure that your guests comply with the terms of this Contract and all of our reasonable instructions intended to ensure the safety of property and/or people.

15.12 Provide your guests with information we may reasonably request regarding arrangements to be followed at the Venue (Eg: in relation to car parking, smoking areas or sensible footwear for uneven ground).

15.13 Remind all guests that any confetti used on site must be fully biodegradable. Use of non-biodegradable confetti on site will incur a £50 clean-up charge, which may be deducted from the Damages Deposit.

15.14 Return to the Venue on the day and time agreed to collect all items (eg: decorations) you have brought to site, leaving the Venue in a clean and tidy condition. If these are not collected by the day and time agreed we reserve the right to dispose of these.

All items the couple bring for use at the Turret House must be moved to Manor Oaks House immediately after the ceremony. Any items left at the Discovery Centre or Turret House will be disposed of.

15.14 A maximum of two dogs from the same household are permitted at the SAM and inside MOH on your wedding day. You must inform Green Estate CIC in writing at least two weeks prior to your booked wedding day.

You are responsible for all damages caused by said dogs. Damage is covered by your damage deposit as stated in section 4.1.

You are also responsible for the care, safety and cleanliness of said dogs. This includes any mess caused by them on the day that may be deemed unhygienic. You will need to provide all equipment needed to ensure you can clean this.

Green Estate staff have the right to request said dogs to be removed from the premises if we deem them to be a risk to guests, staff or the general public.

If not removed after requested, we reserve the right to call the police.

16. Green Estate CIC Responsibilities

16.1 Green Estate CIC will provide bar staff for the fully licensed bar for your reception at Manor Oaks House for the duration of your Wedding, and 1 additional member of staff will be on site for emergencies only.

- 16.2 Green Estate CIC will liaise with The Rhubarb Shed Café for the provision of food and serving staff for your Wedding if this forms part of the Additional Services being provided to you.
- 16.3 The fully licensed bar at Manor Oaks House, which will be provided by Green Estate CIC, is the sole legal provider of alcohol on site. No alcohol is to be brought into Manor Oaks House.
- 16.4 Green Estate CIC reserves the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the Venue or to risk the safety of people at the Venue.
- 16.5 Green Estate CIC does not tolerate any abusive behaviour by guests to any other guests or members of staff. We reserve the right to remove any persons from your Wedding who act abusively or aggressively.
- 16.6 Green Estate CIC operates zero-tolerance on illegal drug use on our site, or additional and illicit alcohol being brought onto site by your party. We reserve the right to remove any persons from your Wedding who are caught with alcohol not purchased from our licensed bar (unless agreed with us in advance under clause 16.3) or with illegal drugs. In exceptional circumstances we will involve the police and request all guests to leave site with immediate effect.
- 16.7 Green Estate CIC will inform you of the decibel limit for any amplified noise which must not be exceeded for the duration of your Wedding. If this limit is exceeded the entertainment will be stopped and/or other restrictions will be placed to limit noise pollution beyond the Venue itself. This will include ensuring all doors are closed for the duration of your Wedding.

17. Limitation of Liability

- 17.1 Nothing in these Terms and Conditions excludes or limits our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents; for fraud or fraudulent misrepresentation.

- 17.2 If we fail to comply with our obligations under these Terms and Conditions, we may be liable to you for loss or damage you suffer that is a foreseeable. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract is formed, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

- 17.3 You acknowledge that in booking the Venue, all personal belongings and vehicles including the contents of those vehicles, belonging to you and or any member of your party, is entirely at your and their own risk. We shall accept no responsibility for any loss, or damage to your or your guests' personal property during the Wedding.

18. Privacy Policy

Ensuring the privacy and security of your personal information is very important to us. For further information about how we will collect and use your personal information, please see our Privacy Policy at <https://greenestate.org.uk/privacy-policy/>.

19. General

- 19.1 Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the Contract.

- 19.2 You may not transfer any of your rights or obligations under our Contract with you to another person without our prior written consent, which we will not withhold unreasonably.

- 19.3 If any court or competent authority decides that any of the provisions of these Terms and Conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

- 19.4 All written communications by you to us must be sent by post to Venue Hire, Manor Oaks Farm House, 389 Manor Lane, Sheffield , S2 1UL or by e-mail to hospitality@greenestate.org (or to such other address that we may notify to you). We may send written communications to you at either the e-mail or postal address set out in your Booking Form.

- 19.5 Save as set out in clause 14.3, no variation of these Terms and Conditions shall be

effective unless it is in writing and signed by you and us.

- 19.6 No other person other than you and us shall have any rights to enforce any of these Terms and Conditions.
- 19.7 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking these Terms and Conditions,

that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 19.8 These Terms and Conditions are governed by English Law. You agree to submit to exclusive jurisdiction of the English Courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and if you are a resident in Scotland you may also bring proceedings in Scotland.

Date of Review: 08/08/2022